

AGREEMENT

Between

BOROUGH OF LINDENWOLD

and

TEAMSTERS LOCAL UNION NO. 676

January 1, 1989 - December 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1.	RECOGNITION	4
2.	MANAGEMENT RIGHTS	5
3.	AMENDMENTS	7
4.	CHECK-OFF AUTHORIZATION	8
5.	AGENCY SHOP PROVISION	9
6.	NON-BARGAINING UNIT EMPLOYEES	11
7.	UNION REPRESENTATIVE	12
8.	NOTICES TO UNION	15
9.	NO STRIKES - NO LOCKOUTS	16
10.	GRIEVANCE PROCEDURE	17
11.	SENIORITY	20
12.	LAY OFFS AND RECALLS	21
13.	RATE OF PAY	22
14.	CALL-IN PAY	23
15.	WORK WEEK and WORK DAY	24
16.	HOLIDAYS	25
17.	VACATIONS.	26
18.	LONGEVITY	28
19.	PERSONNEL PRACTICES	29
20.	PERSONNEL FILE	30
21.	MILITARY LEAVE OF ABSENCE	31
22.	LEAVE OF ABSENCE	32
23.	EMERGENCY AND SPECIAL LEAVE	33
24.	CONVENTIONS	34
25.	BEREAVEMENT LEAVE	35
26.	MATERNITY LEAVE	36
27.	EDUCATIONAL LEAVE	37
28.	WHEN RETURNING FROM LEAVE OF ABSENCE	38
29.	SICK LEAVE - PAY ALLOWANCE	39
30.	QUARANTINE OR EXPOSURE	41
31.	MEDICAL INSURANCE	42
32.	PENSION AND LIFE INSURANCE	43
33.	WORKERS' COMPENSATION	44
34.	MILEAGE	45
35.	CLOTHING	46
36.	BULLETIN BOARD	47
37.	SAFETY AND HEALTH	48
38.	NON-DISCRIMINATION	49
39.	MEAL ALLOWANCE	50
40.	CREDIT UNION	51
41.	TERMINATION	52

THIS AGREEMENT dated and effective this day of 1989
by and between the BOROUGH OF LINDENWOLD, hereinafter called the
Employer, and TEAMSTERS LOCAL UNION 676, hereinafter called the
Union.

WHEREAS, the parties have been negotiating with respect to
the terms and conditions of employment and, as a result, mutually
satisfactory and acceptable understandings have been reached,
which in the interest of maintaining satisfactory and harmonious
industrial relations, the parties desire to set forth in writing.

NOW, THEREFORE, BE IT KNOWN that in consideration of the
covenants, terms and conditions herein contained, the Union and
the Employer agree as follows:

ARTICLE 1

RECOGNITION

A. The Employer recognizes and acknowledges the Union as the designated and selected representative of the employees set forth below for the purpose of collective bargaining and as their sole collective bargaining agency in respect to the rates of pay, wages, hours of work, and all other conditions of employment and for the purpose of entering into understandings and agreements.

UNIT - All blue collar employees employed by the Borough of Lindenwold in the Department of Public Works, excluding all office, clerical, confidential, and supervisory employees, managerial executives, professional employees and police.

ARTICLE 2

MANAGEMENT RIGHTS

A. The management of the Borough, including the direction of the working force and the right to plan, direct and control operation and use of its facilities, equipment and other property, is the exclusive right and duty of the Employer.

B. The employer has the sole right to hire, lay off, transfer and promote employees and for proper cause to demote, suspend or discharge employees; the Employer has the exclusive right to control volume of production, scheduling of operations, the right to determine the size and composition of the working force, the right to study and/or introduce new or improved methods or facilities, the right to determine what work will be performed by outside contractors, and the right to establish and maintain reasonable rules and regulations governing the operation of the Borough, a violation of which shall be among the causes for disciplinary action. These rights shall be exercised with due regard for the legal rights of the employees, and further the Employer shall not exercise these rights in violation of the specific provisions of this Agreement. Reasonable use of the rights herein set forth respecting demotion and promulgation of rules shall be subject to the grievances and arbitration procedure.

C. The listing of specific rights in this Article is not intended to be nor shall be considered restrictive of or a waiver

of any rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past. The Employer retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 3

AMENDMENTS

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing, signed by the parties hereto.

ARTICLE 4

CHECK-OFF AUTHORIZATION

A. The Employer shall collect through payroll deduction in the amount certified by the Secretary-Treasurer of the Union, regular union membership dues or the amount required under the Agency Shop Provision of Article 5, in accordance with an authorization signed by the employee and shall pay over to the Union monthly the total amount of monies deducted. Employee authorization for such deduction form, a copy of which is attached to the Agreement as Exhibit A.

B. Deductions for such amounts shall be made from the wages paid to employees each payroll month, they shall be deducted when pay is sufficient in any succeeding payroll month.

C. The Employer shall furnish the Union monthly a record of the total amounts deducted, together with an alphabetical duplicate listing of the names and addresses of the employees from whose pay deductions were made.

ARTICLE 5

AGENCY SHOP PROVISION

A. During the term of this Agreement all non-member employees in the collective bargaining unit represented by the Union shall be required to pay the Union a representation fee in lieu of dues for services rendered by the Union. The representation fee shall be the maximum amount authorized by law. Once a month the Union shall submit to the Employer a list of those employees which it claims are non-members of the Union and the amount of dues claimed for each person and give notice to each employee named thereon that the claimed representation fee will be deducted from the employees pay. Within thirty (30) days after receipt of said list, the Employer will begin deduction of the claimed representation fee from the pay thereafter due to the employees named on the list, in equal installments, and will transmit the amount so deducted to the Union all in the same manner as membership dues deductions for Union members are customarily handled.

B. It is understood and agreed that the Employer shall have no duty or responsibility to determine membership or non-membership of any employee in the Union to verify the accuracy of any claim for representation fee submitted by the Union. In consideration of the Employer making the deductions herein provided for, the Union hereby indemnifies and saves the Employer

harmless from and against any and all claims, demands, proceedings, actions, suits, damages, costs and fees and all forms of liability to any employee or otherwise that arise out of or by reason of action taken by the Employer pursuant to the provisions of this Article.

ARTICLE 6

NON-BARGAINING UNIT EMPLOYEES

A non-bargaining unit employee shall not perform any bargaining unit work except in cases of instruction, absenteeism or emergency.

ARTICLE 7

UNION REPRESENTATION

A. Local 676 will notify the Employer in writing of the names of its employees who are designated to represent employees under the grievance procedure. Employees so designated by the Local Union will be permitted to confer with other representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay, provided permission is first obtained from the Borough Administration, which permission shall not be unreasonably refused.

B. Agents of the Union who are not employees of the Employer will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress, and provided that they make their presence known to the Borough Administration immediately upon arriving at the Employer's premises. The Local Union must notify the Employer of the names of the representatives. No more than one agent is to be designated for each facility during working hours to discuss Union matters with employees at their work stations unless they first receive permission from the Employer or his agent.

C. When a shop steward, assistant shop steward or committee person is scheduled by either of the parties hereto to participate during working hours in negotiations, grievance

proceedings, conferences or meetings, he shall suffer no loss in pay or be charged for sick leave. In the application of the foregoing, it will be limited to the use of two (2) employees for grievance, conferences, or meetings and five (5) persons for negotiations.

D. The Employer recognizes the right of the Union to designate a shop steward and alternate from the Employer's seniority list. The authority of the shop steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities (alternates shall act only in the absence of the shop steward):

1. The investigation and presentation of grievances to the Employer or the Employer's designated representative.

2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information.

- (a) have been reduced to writing; or

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

E. The shop steward and alternate have no authority to take strike action or any other action interrupting the

Employer's business. The Employer recognizes these limitations upon the authority of the shop steward and alternate and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge in the event the shop steward or alternate has taken strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE 8

NOTICES TO UNION

A. Within ten (10) days from the signing of this Agreement, the Employer shall provide the Union with a list of employees specifying their birth date, indemnification number (if any), seniority date, job title, job level and rate of pay. On an ongoing basis, thereafter, the Employer shall provide the Union with a notice of any permanent change in any part of that list within ten (10) working days of the effective date of the change.

B. The Employer shall give written notification to the Union Business Agent and Shop Steward when an employee is being suspended, terminated or otherwise disciplined. The notification shall be submitted to the Union at the same time written notice is given to the affected employee and shall indicate the extent and reason for disciplinary action.

ARTICLE 9

NO STRIKES - NO LOCKOUTS

There shall be no strikes, work stoppages or any other concerted activity which is designed to withhold the services of the negotiating unit members from the Employer, nor shall the Employer lockout the members of the negotiating unit.

ARTICLE 10

GRIEVANCE PROCEDURE

A. A grievance shall be defined as a disagreement or dispute between the Employer and an employee as the meaning, interpretation or application of a specific provision of this Agreement.

B. Should any grievance arise, it shall be processed in the following manner:

Step 1: The employee shall present the grievance in writing to his immediate supervisor within five (5) working days after the occurrence of the grievance. The immediate supervisor shall review the grievance with the employee and the Shop Steward within three (3) working days thereafter and shall advise the employee and the Union representative of his/her answer within three (3) working days thereafter and shall advise the employee and the Union representative of his/her answer within three (3) working days following said meeting.

Step 2: If the grievance is not resolved as a result of Step 1, the employee may submit the matter to the Deputy Director of Public Works within two (2) working days following receipt of the immediate supervisor's response. The Deputy Director of Public Works shall, within five (5) working days following receipt of the grievance by him, meet with the employee and the Shop Steward and shall provide a written response within three (3) working days after said meeting.

Step 3: If the grievance is not resolved in Step 2, then the employee may, within three (3) working days following receipt of the Deputy Director's response, refer the matter to a meeting between the Deputy Director and the Union Business Agent. Within ten (10) days after this referral, the meeting shall be held. The Deputy Director shall provide a written response within five (5) days following said meeting.

Step 4: If the grievance is not resolved in Step 3, then the employee may, within three (3) working days following receipt of the Deputy Director's response, refer the matter to Borough Council. Within thirty (30) days after referral to Borough Council, said Council or a committee therefrom, shall meet with the employee and the Union Business Agent and shall provide a written response within fifteen (15) days following said meeting.

Step 5: In the event no satisfactory settlement of the issue is reached within ten (10) working days of such meeting, the matter shall be submitted to advisory arbitration; notice by either party to the other in writing requesting advisory arbitration and stating the issue or issues to be settled. The selection of the arbitrator and the conduct of the arbitration hearing shall be through the New Jersey Public Employment Relations Commission and in accordance with its rules.

(a) The cost, fees and expenses for having a grievance arbitrated shall be shared equally by Local 676 and the Employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not, in any way, alter the provisions of this

Agreement. Furthermore, the right to request arbitration shall be limited to the parties of this Agreement.

(b) No disputes arising out of any questions pertaining to the renewal of this Agreement, or pertaining to the terms of any renewed agreement, shall be subject to the arbitration procedures of this Article.

(c) Failure of the employee to present the grievance at the first step within the time limits set forth or to move a grievance from any step to another within the time limits provided shall be conclusively deemed to be an abandonment of said grievance and the Employer's last position shall control.

C. Failure of the employee to present the grievance at the first step within the time limits set forth or to move a grievance from any step to another within the time limits provided shall be conclusively deemed to be an abandonment of said grievance and the Employer's last position shall control.

D. This grievance procedure shall not apply to any matter for which Department of Personnel provides a review process, including disciplinary matters.

ARTICLE 11

SENIORITY

A. Seniority is defined as a employee's total continuous length of service with the Employer beginning with his original date of hire, except in cases of discharge and voluntary termination.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning two or more employees prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first named first preference etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

D. If a vacancy shall occur and the Employer desires to fill it in any job classification, the Administration shall post a notice of such vacancy and the necessary qualifications to fill the same for a period of five (5) working days during which time any qualified employee may submit a written bid for such vacancy.

ARTICLE 12

LAY OFF AND RECALLS

Lay offs and recalls of employees shall be governed by New Jersey Department of Personnel Regulations.

ARTICLE 13

RATE OF PAY

A. The pay scales for all employees covered by the Agreement shall be as set forth below in Paragraph C. New or additional employees to be hired during the term of this Agreement shall be paid \$1.00 per hour less than the regular rate until completion of the probationary period.

B. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay authorized pursuant to statute.

C. <u>Pay Scales</u> (Hourly)	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
1. Laborer	\$10.05	\$10.55	\$11.10
2. Bus Driver	10.37	10.87	11.42
3. Truck Driver	10.37	10.87	11.42
4. Equipment Operator	10.37	10.87	11.42
5. Heavy Equipment Operator	10.62	11.12	11.67

D. If any employee is assigned to a higher rated job, he shall be paid the higher rate of pay for the period worked.

ARTICLE 14

CALL-IN PAY

When an employee is called in from home for work after the termination of his regular shift, he shall receive pay at the straight time hourly rate for the time worked during said call-in period.

ARTICLE 15

WORK WEEK and WORK DAY

A. The regular scheduled work week shall consist of five (5) consecutive days - Monday through Friday - inclusive. The regular work day shall be eight (8) consecutive hours, excluding lunch.

B. The regular starting or quitting time or work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with Teamsters Local Union 676.

C. The Employer shall pay overtime at one and one half (1-1/2) times the employees straight time hourly rate for all work performed in excess of forty (40) hours in any work week.

1. Paid time off shall be included in calculating the forty (40) hour requirement for overtime pay.

ARTICLE 16

HOLIDAYS

A. The following national holidays are recognized as paid holidays when celebrated as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Friday before President's Day
4. President's Day
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving Day
14. Christmas Day

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

C. When the Borough Council, Governor of the State of New Jersey, or the President of the United States declares a holiday for all Borough employees, it shall be treated as a regular holiday under this Agreement.

D. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately following his vacation period.

ARTICLE 17

VACATIONS

A. All full-time employees in the Employer's service shall be entitled to the following annual vacation with pay:

Years of Service Vacation

Date of employment
to 1 year 1 day per month

1 year to 5 years 12 days per year

6 years to 10 years 15 days per year

11 years to 15 years 17 days per year

16 years to 20 years 20 days per year

20 years and over 25 days per year.

1. Any employee with less than one year of service shall not take any vacations days accrued until at least six months of service have passed.

B. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for the following year only.

C. Vacation shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods.

D. If a holiday occurs during the work week in which vacation is taken by an employee, the days shall not be charged to annual leave.

E. An employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

F. Upon separation from employment for any reason, an employee shall receive payment for all vested but unused vacation entitlement.

ARTICLE 18

LONGEVITY

A. All full-time employees shall receive longevity pay as follows:

<u>Years of Service</u>	<u>Longevity</u>
After five (5) years and up to ten (10) years of employment	3% of base pay
More than ten (10) years and up to fifteen (15) years	4% of base pay
More than fifteen (15) years and above	5% of base pay

ARTICLE 19

PERSONNEL PRACTICES

Any employee whose job performance or conduct become subject to evaluation shall have the right to a conference to review such evaluation. Evaluation of any employee shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

ARTICLE 20

PERSONNEL FILE

Employees may inspect the contents of their personnel file under the following terms and conditions:

1. They must make an appointment with the Director of Personnel or her designee.
2. Nothing may be removed from the file.
3. Nothing may be written by the employee on any papers in the file.
4. The review must be conducted in the presence of a representative of the Employer.
5. The employee, if he or she so requests, will be accompanied by a Union representative.
6. Employee may photo his file and initial its contents, provided that the employee shall pay the reasonable cost of copying.

ARTICLE 21

MILITARY LEAVE OF ABSENCE

A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three (3) months thereafter and as further prescribed in Rule 4:1-17.1 of the Department of Personnel Rules and Regulations.

ARTICLE 22

LEAVE OF ABSENCE

A. Leave of absence for employees shall be granted as provided in Department of Personnel rules and regulations pursuant to N.J.A.C. 4:1-17.2 except as otherwise set forth herein.

B. All requests for leave of absence shall be made in writing to the Deputy Director of Public Works who shall promptly submit such request to Council with his recommendation.

C. In the event that an unpaid leave of absence is granted, the Employer shall continue the employee's medical insurance coverage at its expense for up to the first 30 calendar days if and when it, in its sole discretion, decided to do so, which decision is not such to challenge in any forum.

1. Seniority shall continue to accrue for unpaid leaves of absence of 30 calendar days or less. For such leaves which are longer, no seniority accrues thereafter.

ARTICLE 23

EMERGENCY AND SPECIAL LEAVE

An employee shall be given time off without loss of pay when:

1. Performing jury duty

(a) The employee shall serve without loss of pay and shall turn over to the Employer the payment received for said duty.

2. Subpoenaed to appear as a witness and not a party before the court, legislative committee or judicial or quasi-judicial body.

3. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President.

4. No pay shall be made by the Employer in regard to any appearance on the employee's own behalf in respect to disputes between the Employer and the employee under Department of Personnel Law.

ARTICLE 24

CONVENTIONS

Pursuant to N.J.A.C. 4:1-17.4, any employee who is a duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any amendment thereto shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization.

ARTICLE 25

BEREAVEMENT LEAVE

A. A leave of absence with pay up to three (3) days shall be granted an employee desiring such leave because of death in the immediate family as herein defined:

1. Mother or Father.
2. Mother-in-law or Father-in-law.
3. Brother or sister.
4. Spouse.
5. Children or foster children of employee.
6. Brother-in-law or sister-in-law.
7. It shall also include relatives of the employee residing in the employee's household.

B. Upon recommendation of the department head, a reasonable extension of time beyond three (3) days may be allowed by the Administration where circumstance justify such action.

ARTICLE 26

MATERNITY LEAVE

An employee shall be eligible for maternity leave in accordance with state and federal laws.

ARTICLE 27

EDUCATIONAL LEAVE

The Employer may grant an employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment which will improve his competence and capacity in the service. Such training must be of direct value to the Employer and limited to providing knowledge or skills which cannot be provided through available in-service training. Cost of such training to be borne by the Employer. The Employer will also pay the employee his regular salary during such leave if the training occurs during working hours. The granting of such leave is solely within the discretion of the Employer.

ARTICLE 28

WHEN RETURNING FROM LEAVE OF ABSENCE

Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee's rights, privileges or benefits which existed at the time when leave commenced.

ARTICLE 29

SICK LEAVE - PAY ALLOWANCE

A. Permanent employees in the Employer's service shall be entitled the following sick leave of absence with pay:

1. One and one-fourth (1-1/4) working days sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave pro-rated. If any employees requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for the purpose herein is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee.

(a) "Immediate family" is defined as father, mother, spouse, child, foster child, mother-in-law, father-in-law, grandchild, sister, brother, grandmother, grandfather, or relative of the employee residing in the employee's household".

B. If any employee is absent for five (5) consecutive working days or where abuse is suspected, the Mayor and Council may require acceptable evidence in writing. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate.

C. An employee who does not expect to report for work on any working day because of personal illness, or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify the office as soon as practicable.

ARTICLE 30

QUARANTINE OR EXPOSURE

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health department.

ARTICLE 31

MEDICAL INSURANCE

A. The Employer shall provide at its expense a Blue Cross-Blue Shield Major Medical Plan with Rider "J" coverage to each employee covered under this Agreement, or at its discretion may provide a plan equivalent thereto after discussion with the Union.

1. The benefits are in accordance with the attached schedule.

B. The Employer shall provide, at its expense, a \$2.00 co-pay prescription drug plan insurance program providing coverage for the employee only.

1. Effective January 1, 1988, the prescription coverage for the employee shall be increased to family coverage at the Employer's expense with a \$3.00 co-pay.

2. The Employer shall have the right to change carriers provided the coverage is equal or better to the present coverage.

C. Effective January 1, 1987, the Employer shall provide, at its expense, a family dental plan under the Cigna HMO Dental Plan.

1. The Employer shall have the right to change carriers provided coverage is equal or better to that coverage.

ARTICLE 32

PENSION AND LIFE INSURANCE

The pension and life insurance plans shall be in accordance with the requirements of New Jersey law.

ARTICLE 33

WORKER'S COMPENSATION

For all employees covered by this Agreement, the Employer shall carry worker's compensation insurance, social security and other protective insurance as may be required by law, both federal and state.

ARTICLE 34

MILEAGE

Employees required to travel in the pursuit of proper and necessary Employer business and are required to use their personal vehicles shall be reimbursed at twenty cents (\$.20) per mile plus out-of-pocket expenses.

ARTICLE 35

CLOTHING

A. The Employer shall provide, at its expense, the clothing as set forth in Paragraph C below which shall be replaced on a fair wear and tear basis only. The employee shall return the unserviceable item in order to be eligible to receive a new pair at the Employer's expense.

B. The Employer shall at its discretion, either pay the sum of \$2.50 per week to each employee for maintenance of Borough uniforms or provide an alternate method of uniform maintenance. If the payment is made, it shall be paid in the last pay prior to Christmas.

C. The initial items of clothing to be issued to each employee are as follows:

- Seven (7) pants;
- Seven (7) long sleeve shirts;
- Seven (7) short sleeve shirts;
- One (1) Eisenhower jacket with zip-out lining;
- One (1) air safety shoes each January for all employees. In addition, sanitation employees shall receive an additional pair each July;
- One (1) pair of overalls.

In addition, foul-weather gear shall be made available as necessary.

ARTICLE 36

BULLETIN BOARD

The Employer shall provide a bulletin board situated in a conspicuous area for the employees benefit, along with a suitable clean area to partake lunch.

ARTICLE 37

SAFETY AND HEALTH

The Employer and the employees shall cooperate to maintain safe and healthful working conditions. Any condition which is believed to be unsafe or unhealthful shall be brought to the Employer's attention and the matter reviewed.

ARTICLE 38

NON-DISCRIMINATION

A. The Employer agrees that the provisions of this Agreement shall apply equally to all employees and that there shall be no discrimination because of age, sex, marital status, race, color or creed, national origin, handicap, union activity or political affiliation/activity which is permissible under law.

B. References to the masculine tense shall include the feminine tense as well.

ARTICLE 39

MEAL ALLOWANCE

Any employee who is required to work extensive additional hours as a result of an emergency situation, such as snow plow work during severe inclement weather, shall be entitled to a meal allowance of \$5.00. This allowance shall be paid to the employee in the paycheck for the pay period in which the additional hours were worked.

ARTICLE 40

CREDIT UNION

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. such deductions will only be remitted to the Credit Union once a week.

ARTICLE 41

TERMINATION

This Agreement shall become effective this day of ,
1989 and shall remain in full force and effect through midnight
December 31, 1991, and from year-to-year thereafter, unless
modified or terminated in the manner provided for in this
Agreement. Either party seeking to change or terminate this
Agreement must send written notice to the other party on or
before sixty (60) days prior to the expiration of this Agreement.

The parties hereto have executed this Agreement this day
of , 1989.

BOROUGH OF LINDENWOLD

By: 

TEAMSTERS LOCAL UNION NO. 676

By: _____